

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION**

**TINA JOHNSON,**

*Plaintiff,*

**V.**

**DAVID THOMAS HERBERT AND  
INTRACOASTAL LIQUID MUD, INC.,**

*Defendants.*

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**CIVIL NO: 1:22-CV-00411**

**PLAINTIFF, TINA JOHNSON’S, MOTION FOR VOLUNTARY DISMISSAL OF HER  
CLAIMS AGAINST DEFENDANTS, DAVID THOMAS HERBERT AND  
INTRACOASTAL LIQUID MUD, INC.**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff, Tina Johnson (hereinafter referred to as “Plaintiff”), and pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, hereby moves for voluntary dismissal of any and all claims asserted against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc. (hereinafter referred to as “Defendants”), in the above-entitled and numbered cause. In support thereof, Plaintiff would respectfully show this Court as follows:

**I.**

1. Plaintiff initiated the above-entitled and number cause, asserting claims against Defendants, David Thomas Herbert, Intracoastal Liquid MUD, Inc., Amazon Logistics, Inc., and Kendrick Transport, LLC. (DOC 2).

2. On September 12, 2023, Plaintiff, Tina Johnson, and Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., reached a settlement agreement, resolving any and all claims asserted by Plaintiff, Tina Johnson, against Defendants, David Thomas Herbert and

Intracoastal Liquid MUD, Inc., in the above-referenced matter.

3. Plaintiff, Tina Johnson, and Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., hereby stipulate that all claims and controversies between Plaintiff and Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc. have been resolved by mutual agreement.

4. Given recent developments in this case, including, but not limited to, the settlement of any and all claims asserted by Plaintiff, Tina Johnson, against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., in the above-referenced matter, and after careful consideration, Plaintiff, Tina Johnson, has determined that it is in her best interest to dismiss her claims against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., in the above-referenced case.

5. Defendants, Amazon Logistics, Inc. and Kendrick Transport, LLC, will not be prejudiced by the dismissal of Plaintiff's claims against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., as the same will not affect the claims and defenses of the parties who remain in this lawsuit. Furthermore, Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., have filed a *Motion for Voluntary Dismissal of Their Cross-Claim Against Amazon Logistics, Inc. and Kendrick Transport, LLC, With Prejudice*, and the same is hereby incorporated by reference.

6. Plaintiff, Tina Johnson, requests that the dismissal of her claims against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., be with prejudice to refiling same.

7. Plaintiff, Tina Johnson, affirms that this Motion is not being made for any improper purpose, delay, or any other form of tactical advantage, but so that justice may be done.

8. Accordingly, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, Plaintiff, Tina Johnson, requests that the Court dismiss her claims against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., with prejudice to refiling.

**II.**

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Tina Johnson, respectfully requests that the Court grant her Motion for Voluntary Dismissal of her Claims Against Defendants, David Thomas Herbert and Intracoastal Liquid MUD, Inc., with prejudice to refiling, and for such other and further relief to which they may be justly entitled.

Respectfully submitted,

**PIERCE SKRABANEK PLLC**

/s/ Kyle Chapel (by permission)

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**ATTORNEYS FOR PLAINTIFF**

**AGREED:**

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**ATTORNEYS FOR DEFENDANTS**

**DAVID THOMAS HERBERT AND**

**INTRACOASTAL LIQUID MUD, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 17, 2023, a true and correct copy of the foregoing instrument was served on all counsel of record pursuant to the Federal Rules of Civil Procedure.

*Kyle Chapel (by permission)*  
**KYLE CHAPEL**

**CERTIFICATE OF CONFERENCE**

I hereby certify that I have conferred with all other Parties to this matter about the merits of this Motion via email on October 16, 2023, but there has been no response from counsel for Defendant, Amazon Logistics, Inc., and counsel for Defendant, Kendrick Transport, LLC, regarding their stance on this Motion.

*/s/ Taylor J. Diamond*  
Taylor J. Diamond